

## A Capitol Crash.

A Madison (Wis.) dispatch of Thursday says: The south wing of the capitol extension fell at twenty minutes after 2 this afternoon, burying over twenty workmen. Bernard Heymans, Wm. Edgar, Michael Seward and Wm. Jones were killed. Seventeen were injured seriously, and of this number some six to ten probably fatally. Five men had left the basement and were about returning when the crash came. Hundreds of people were at once at the scene, and with the aid of hooks and ladders extricated every sufferer. Medical attendance was summoned and the wounded removed to places of safety. Some think the accident is due to defective iron pillars; others to poor masonry. It is the opinion of Contractor Beatty that the loss will fall on the commonwealth, as the plans were approved by the state architect, and the blame cannot be ascribed to any one. The loss cannot be estimated at present. Additions were to be completed March 1, 1885; \$30,000 was appropriated by the legislature to meet the necessary expense. The wing was designed for the historical society's use.

Another dispatch says: The cause of the terrible accident is somewhat uncertain, but the most plausible theory is the heavy iron pillars supporting the roof of the second story of the balcony sank into the plank on which they rested, thus pulling the sound wall outward, which in turn caused the roof of the entire wing to cave in. The columns were made of large pieces of boiler iron, rolled into circular form, stovepipe fashion, the jointure not being bolted.

A full list of the killed and wounded is as follows: The dead are: Bernard Higgins, laborer, 50 years old, Madison.

Wm. Edgar, mason, Madison, buried under the debris, horribly crushed.

Michael Zewank, mason, Madison, died after being taken out.

Wm. G. Jones, mason, Milwaukee, skull fractured, died since taken out.

The injured are: Miles Maxwell, plasterer, of Janesville, badly cut on the head.

Wm. Rose, plasterer of Sheboygan, probably fatal.

Wm. Junge, carpenter, Madison, badly scratched.

Arthur Lynch, Madison, head badly hurt, delirious.

Ed. Bahn, mason of Sauk City, single, aged 28, seriously cut up.

Ed. Page and J. O. Page, masons of Middleton, young men, brothers, badly hurt.

Ed. Kingsley, mason, Milwaukee, hurt about the head.

Jas. Dowell, mason, Madison, an old settler, aged 60, both legs broken, will die.

Patrick O'Laughlin, laborer, left arm broken and two temple cuts, will die.

Wm. Burke, Sr., laborer, married, and with four children, badly cut about the face, and chest injured.

Ed. Kinsell, bricklayer, of Milwaukee, cut about the head and back.

Cyrus Shenck, of Shohire, Rock county, cut on the back of the head and in the right eye.

Henry Diderich, a mason, of Milwaukee, left leg broken.

Mike Zewark, Sr., mason, of Madison, and Ed. Bamen, plasterer, of Madison, face and back injured.

John Clark, plasterer, of Milwaukee, arm broken.

Nelson Boost, carpenter, of Sun Prairie, hurt slightly.

Pat Carey, Madison, badly crushed.

Ed. Gleason, laborer, of Madison, foreman of turners, hurt by a box of falling glass.

A Milwaukee dispatch of Friday says a mechanic named Bohn, who was working on the extension of the Capitol of Madison when it fell, has privately given the secret of the downfall to parties in that city, who will produce him at the coroner's jury to locate the blame for the terrible accident.

Bohn says he saw defects in the brick piers supporting the iron column of the third floor on the southeast corner, and the cracks were so plainly visible the day before the accident that Foreman Jones, now dead, screwed up the iron pillar supporting the roof girders with jacks, and caused the brick pier to be rebuilt. On the following morning, Bohn says Jones took away the jacks early, not wishing that the public in general should know of the trouble. Bohn was at work on the third floor when the accident occurred and saw this pillar give way. Masons say the mortar was green and was squeezed out by taking away of the jacks too early, causing the pier to settle; hence the fall.

## A Coon at a Funeral.

Washington Te. let.

Said an ex-army officer to-night: "The ease with which the dancing bears drew away the colored audience from the republican orator the other day over in Maryland puts me in mind of a similar South Carolina scene in the days of reconstruction. As a bureau officer I was looked up to from the ranks of the colored people for all purposes. I was expected to take the place of 'ole mahster,' the judge, the doctor and the parson. In the latter capacity I was called to read the service at the funeral of a picaninny on one of the plantations in my bailiwick. It was my first appearance in the character of parson. I really felt quite subdued and solemn as the little procession moved out from the quarters toward the grove where the plantation dead for many a generation had been buried. The rude little coffin was borne on the shoulders of the father and the uncle of the dead child. I walked next, with my prayer book in my hand, and the men, women and children followed along behind, singing a 'spiritual' in a doleful minor key. The grove was reached, and I was soon reading the beautiful burial service. Happening to look up for a

moment I was astonished to find that the bulk of the congregation was streaming across the open field toward a tall tree, at whose foot a couple of dogs were barking. One by one the mourners were departing. As I stood there wondering what it all might mean, the sorrowing father, turned to me and remarked: 'Dar, dat Mungo has treed another coon. He's de bes' coon dog on dis yere ribber.' The subsequent proceedings were very short."

## A Stirring Chase at Sea.

J. F. Mackie in Philadelphia Weekly Times.

We were now within less than two miles of the flying stranger when we opened fire on her from our eleven-inch pivot, exploding a shell right under her bow and nearly deluging the blockader's deck with water, but doing no further harm. While we were reloading the pivot she put her helm hard-a-starboard and ran across our bow, heading directly for the shore—distant about a mile and one-half—apparently intending to run herself ashore. Captain Clarey shouted: "Put your helm hard-a-starboard, sir." "Hard-a-starboard, sir," answered the officer at the wheel the same moment, putting the wheel sharply about, and the ship turned on her heel as if she knew what was expected of her, and started directly for the shore with the stranger, now right ahead, starboard side about a mile off, bringing our whole battery of five guns to bear on her. The captain called out to forward rifle: "Fire as soon as you are ready and without further orders, only don't waste the ammunition. Pivot there, sir; fire carefully and aim at the wheel-house and at no other place. Sink her if possible; go-ahead and show us what you can do. Quarter-deck battery, take good aim and fire as rapidly as you can; aim at the wheel-house; don't let her get away from us." A shell from the rifle exploded over her; a shell from the eleven-inch burst close beside her, and the three and eight inch guns were sending their compliments thick and fast, but strange to say not a single shot had struck her. She seemed to bear a charmed life. We were about half a mile distant from each other and about a mile from the shore, when she suddenly changed her course to southwest and started to run down along the coast, heading directly for us. At the same instant the leadman in the chains cried out:

"By the deep three fathoms!"

"Hard-a-starboard, quartermaster!" cried Captain Clarey, and as the ship's head swung to port he remarked: "By God, we'd been ashore in another second!" The Seminole was drawing sixteen feet and deep at that.

It was now nip and tuck. The stranger was going to run for it and had the ear between us. Our only chance was to sink her before she got in. The most tremendous excitement prevailed on board each vessel. Captain Clarey raved and swore and stamped in an intense but subdued tone, but all to no effect. Shot after shot went over and exploded beyond on the shore. We were now rapidly approaching Galveston harbor, and it seemed as if she was going to get away in spite of us. Her captain for the last hour had been walking the bridge between the wheel-houses, with both hands in the pockets of his pea-jacket, smoking a cigar very unconcernedly; but that there was a feeling that their lives and property hung only on a single thread was manifest in the way those wheels flew around, leaving a track of boiling, foaming sea astern, and the thick, huge volumes of black smoke that poured out of the funnels told a story that did not need trumpet to announce.

The channel now began to widen, and if she could only hold her own for twenty minutes she would escape. What must have been the thoughts of the captain as he walked to and fro on that bridge, with the air full of flying missiles, now hid in their smoke, the next minute drenched with their spray; again, in a second or two later, one flying a few feet above his head. He never flinched an inch or changed his manner, but kept quietly on as though it was an every day affair.

The sight was one of the most picturesque that I ever saw—the fleet, about two miles below, looking with eager eyes to see us sink the flying stranger; the bay, gradually widening, with the white sand-hills in the distance; the city of Galveston to the south and its piers filled with sympathetic spectators; the fort in the bay, with the confederate flag flying and its ramparts covered with men watching and praying for the success of the flying stranger; the three steamers flying through the water like hounds, oftentimes hidden by the smoke of their guns as they were loaded and fired. But fate decided in favor of the flying steamer. In spite of every effort that could be made to prevent her she reached the bay of Galveston, which is nearly three miles wide, and as the channel is very dangerous to vessels drawing more than ten feet of water, and as we were getting into three fathoms again, with intense chagrin we gave up the chase, sending as a parting compliment an eleven-inch shell with our regrets.

The victory was won, but General Wolfe lay dying on the Heights of Abraham. Hearing the shouts of the soldiers, "They fly! they fly!" the General stood on his elbow and anxiously asked, "Who fly?" "Hoss fly," replied the sergeant near by, and Wolfe, recognizing the forerunner of the American paragrapher, was glad to lie down and die before the batch of 1883 came along.

"Freddy Langtry" is the name of a Boston Thomas cat.

New dinner plates are square.

## Recent Legal Decisions.

Reported specially for the Philadelphia Record.

**FIRE INSURANCE—VACANCY OF HOUSES—CHANGING TENANTS ONLY—WARRANTS—STATEMENTS IN APPLICATION.**

A dwelling house was insured, and to an action for the loss of it two defenses were made: 1. That as the house was vacant and unoccupied at the time of the fire the policy was void under its terms. 2. That as the number of acres in the farm was not correctly stated in the application, such a statement being, under the terms of the policy, a warranty, the policy was void. The house became vacant by the changing of tenants for one night only, and was destroyed by fire during the night. The owner claimed that as the house was insured to be occupied by tenants, that fact having been stated in the policy, it would be an unreasonable strict construction of the policy to hold the non-occupation over one night, a new tenant coming in in the morning, a vacancy within the meaning of the contract, and that the inconvenience of such a construction is a strong argument against it. And as to acreage, that not being a material fact, it was not a warranty. The judge charged the jury in favor of the plaintiff on both points, and the case—Bennett vs. Agricultural Insurance company—was carried to the supreme court of errors of Connecticut, where the company succeeded in obtaining a new trial. Judge Carpenter, in the opinion, said: "The terms of this policy are plain: 1. As to the vacancy. The contract is neither obscure nor ambiguous, and there is no room for interpretation. The court erred in its charge. It is true the building burned in a few hours after it was vacated. But under the clause in the policy we are unable to see that time is material. The important question was: Was the house, in fact, unoccupied? The plaintiff also contends that the fire probably originated before the premises were vacated; but, concerning the importance of that inquiry, it was a question of fact for the jury and not one of law for this court. This point was not raised below, and as the jury has not passed upon it it is not the case here. 2. As to the warranty: The policy declares that 'all the statements contained in the application will be taken and deemed to be warranties on the part of the assured.' The charge of the court that the statements in the application are warranties provided they relate to the risk assumed is erroneous. The parties to the contract made these matters material, and they must be regarded so whether they relate to the risk or not. Whether there were few or many acres, of course, did not increase the fire risk, but we cannot consider that. The only question for the jury was whether the statements made were true or not. If they were not there was a breach of the warranty, and there can be no recovery. If they were true in the sense in which the parties understood them, then there was no breach."

**BROKER—NOT LICENSED—RIGHT TO COMMISSIONS.**—A real estate broker was to be paid \$10,000 under a special agreement for affecting the sale of a tract of real estate, but after performing his agreement his commission was refused to him and he brought an action for it. The defense made was that as the plaintiff had not taken out his license as a real estate broker, he could not recover for his services in that capacity. The court below entered a judgment for the defendant, and the plaintiff carried the case—Johnson vs. Hulings—to the supreme court of Pennsylvania, where he was again defeated. Judge Gordon, in the opinion, said: "The making of the special contract will not relieve the plaintiff from his position. The statute deals not with the question of compensation but with the business itself. It declares: 'No individual or copartnership other than those duly commissioned shall use or exercise the business of a real estate broker, a stock broker or an exchange broker, or a bill broker, under a penalty of \$500 for each and every offense.' The test whether a demand connected with an illegal transaction can be enforced at law is whether the plaintiff requires the aid of the illegal transaction to establish his case. Whenever it is made to appear during the trial that the plaintiff's claim rests upon an illegal foundation the court will not lend its aid to enforce it. On the other hand, when the illegal transaction is not involved in the case itself, but in a matter distinct and collateral, a recovery may be had."

**RAILROAD—FIRE FROM ENGINE—OWNER INSURED.**—The owner of a quantity of cotton sued a railroad company for its destruction by a fire caused by sparks escaping from an engine through the negligence of the engineer. The company for a defense set up that the owner had the cotton insured for its full value, and had been paid the insurance money; he had suffered no loss, and therefore had shown no damages. The plaintiff recovered, and the company appealed. The supreme court of Texas, in this case—Texas and Pacific Railroad Company vs. Levi—affirmed the judgment. Judge Stayton, in the opinion, said: "If the cotton has been fully paid for by the insurance company under policies issued to the plaintiff, we cannot perceive how that can in any manner affect the liability of the defendant. Such a payment would be the result of a contract with which the defendant has no privity, and to which in no respect had it made contribution. If, when the suit was brought, the plaintiff had alleged such payment by the insurer, and had sought to recover for its use from the party whose wrongful act had caused the loss, there would be reason in such claim. The insurer and the defendant are not joint debtors, so as to make the payment or satisfaction

operate to the benefit of the latter; nor is there any legal privity between the defendant and the insurer, so as to give the former the right to avail itself of a payment by the latter. The policy of insurance is collateral to the remedy against the defendant, and was procured by the plaintiff at his own expense, and to the procurement of which the defendant was in no way contributory. It cannot be said that the plaintiff took but the policy in the interest or behalf of the defendant; nor is there any legal principle which seems to require that it be ultimately appropriated to the defendant's use or benefit."

**SEIZURE AND CONDEMNATION OF INTOXICATING LIQUOR—CLAIMANT THEREFOR—TRIAL BY JURY.**—Under a proper warrant certain intoxicating liquors were seized. S. appeared before the justice and claimed the liquors; but they were adjudged to be forfeited. The claimant appealed to the county court and demanded a jury trial, which was denied, and the liquors condemned. He then carried the case—State vs. Intoxicating Liquors—to the supreme court of Vermont, where the judgment was affirmed. Judge Redfield, in the opinion, said: "Intoxicating liquor is outlawed by the statute, and made subject to seizure and confiscation. It has no rights that the law is bound to respect. The statute is constitutional and valid, as a proceeding against the liquor itself, for governing and regulating the 'internal police' of the state. Nuisances are abated by the officers of the law without the intervention of a jury. Farms are cut up and house lots mutilated for the public benefit under the order and decree of the court; rights in property to large amounts are extinguished and transferred to others in probate courts, and a jury trial denied. And in this there is no infringement of the constitutional right of the citizen."

**Why His Cash Wouldn't Balance.**—Harvard Sunday Journal.

"I can't make my cash balance," reported the bookkeeper to the senior member of a five-year-old concern.

"Which way is it?" "Over." "How much?" "Forty-five dollars." "Correct you are, my boy. You take five and give me forty. You see, my wife came in here this morning and I dumped what money I had in my pockets into the cash drawer, and then I turned my pockets inside out and told her I hadn't got a cent; that the money in the drawer was part of a sum to pay a note, and that you had gone out to borrow enough to make up the whole. You take the five, I say, and don't mention it."

## THE MARKETS.

### OMAHA.

WHEAT—No. 2, 75c.

BARLEY—No. 2, 48c.

BARLEY—No. 3, 39c.

RYE—No. 3, 40c.

CORN—No. 2, 33c.

OATS—No. 2, 27c.

FLOUR—Wheat Graham, \$2.50 @ \$3.50.

CHOP FEED—Per cwt. 90c.

SHORTS—Per ton, \$14.00 @ \$15.00.

ORANGES—Per box, \$5.00.

LEMONS—Per barrel, \$5.00 @ \$6.00.

BUTTER—Creamery, 29c @ 30c.

BUTTER—Choice country, 18c @ 20c.

EGGS—Fresh, 2c.

HAMS—Per lb. 15c.

SHOULDERS—Per lb. 6c.

PORK—Per bbl. \$13.00.

LARD—In tierces, per lb. 9c.

SHEEP—\$3.00 @ \$3.50.

CATTLE—\$3.00 @ \$4.00.

HOGS—\$3.00 @ \$4.00.

CALVES—\$5.00 @ \$6.00.

### CHICAGO.

WHEAT—Per bushel, 97c.

CORN—Per bushel, 48c.

OATS—Per bushel, 28c.

PORK—\$11.00 @ \$12.00.

LARD—\$7.42c.

HOGS—Mixed, 4 5/8 @ 5.00.

CATTLE—Exports, \$6.75 @ 7.30.

SHEEP—Medium to good, \$2.60 @ 3.00.

### ST. LOUIS.

WHEAT—Per bushel, 1.01 1/2 @ 1.01 1/4.

CORN—Per bushel, 41 1/2 @ 44 1/2c.

OATS—Per bushel, 26 1/2 @ 26 1/4c.

CATTLE—Exports, \$6.00 @ 6.40.

SHEEP—\$2.50 @ 2.75.

HOGS—Mixed, 4 1/2 @ 5.00.

When you come to Omaha, take the Street Cars or Bus for the Metropolitan Hotel. \$2.00 per day. Tables as good as any \$3.00 per day house.

Restless, fretful, crying children are suffering, and need for their relief DR. WINCHELL'S TEething SYRUP, which is useful not only for all the disorders of teething infants, but cures coughs, colds, croup, sore throat, colic and cramps of older children, and should be kept in every house for emergencies. Try it; only 25 cts. Sold by all druggists.

A farmer's wealth depends on the condition of his stock. When scraggy and feeble they are especially liable to distempers, fevers, colds, and all diseases which destroy animals. Thousands of dollars are saved annually by that valuable old standby UNCLE SAM'S CONDITION POWDER.

One-third of all who die in active middle life are carried off by consumption. The most frequent cause is a neglected cold, cough, hoarseness, bronchial trouble or asthma, all of which may be permanently cured by EILERT'S EXTRACT OF TAR AND WILD CHERRY. Sold by druggists.

An economical man will keep the leather of his harness soft and pliable, which preserves it from cracking or ripping. He always uses UNCLE SAM'S HARNESS OIL. Sold by all harnessmakers.

Worms cause peevishness, fevers, convulsions and frequently death. A pleasant, safe and certain remedy is DR. JAGUE'S GERMAN WORM CAKES. Sold by all druggists.

Headache, constipation, liver complaint, biliousness are cured by that mild, cleansing remedy, which never produces pain, EILERT'S DAYLIGHT LIVER PILLS; only 25 cts. Sold by druggists.

Sprains, bruises, stiff joints, burns, scalds and rheumatism are relieved by Uncle Sam's Nerve and Bone Liniment. Sold by all druggists.

Companions in arms—twins.

The woman's cause—because.

## A Young Man Insulted.

Boston Post.

"Yes," said the young gentleman, "Charlie has put a deliberate slur upon me." "What was it?" "Introduced me to his girl." "How is that a slur?" "Why, isn't it equivalent to saying, 'Oh, you're no account! There's no danger of your cutting me out.'"

Far-in affairs—artesian wells.

Belles of the bawl—girl babies.

Cash shear—the coupon scissors.

## LIST OF DISEASES

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AGENTS WANTED EVERYWHERE to sell the best Machine ever invented. Will knit a pair of socks in 15 minutes. It is a new and great variety of fancy work for which there is always a ready market. Send for circular and terms to the Two-wheel Knitting Machine Co., 125 Tremont Street, Boston, Mass.

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